



Request for Proposal for Professional Services
RFP767-07 A/E Services, Odd Fellows Hall and the Price House

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TOWN OF BLACKSBURG, VIRGINIA

**141 Jackson Street
Blacksburg, VA 24060
(540) 961-1140/39 951-4381
Fax (540) 961-1514
bpreas@blacksburg.gov**

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

TITLE A/E Services – Odd Fellows Hall and the Price House	RFP NUMBER 767-07
ISSUE DATE: July 9, 2007	RECEIPT DATE AND TIME: July 30, 2007 2:00 PM
REQUIRED BY: Please see Project Information	DELIVER TO: Town of Blacksburg, VA
LAST DATE FOR WRITTEN, TECHNICAL QUESTIONS: July 20, 2007	DATE ADDENDA WILL BE POSTED ON THE TOWN'S WEB SITE: July 23, 2007
PAGE 3 OF 23 PAGES	PRE-PROPOSAL MEETING: None

STANDARD CONDITIONS

1. Proposal Receipt: Sealed Proposals must be delivered to the Town of Blacksburg Purchasing Agent, 141 Jackson Street, Blacksburg, VA 24060 (new location) by the above proposal receipt date and time shown clearly on the envelope. Six copies of your response are required as well as one electronic copy. Proposals received after the above time and/or date will be returned to the offeror unopened.
2. Proposal Opening: As this is a Request for Proposal, all responses shall be opened in private with no information being released until after the negotiation PROCESS. A selection Committee will be established to review and evaluate all responses.
3. Proposal Evaluation: Once proposals have been evaluated, selection shall be made on the basis of the factors as stated in this Request for Proposal. Informal interviews shall then be conducted with those firms. Following the interview process, the selection committee shall rank the firms based on the interviews. Negotiations shall then be conducted with the offeror ranked first. If a contract can be satisfactorily negotiated at a fair and reasonable price, then an award shall be made to that offeror, after acceptance by Town Council. Otherwise, negotiations with the Offeror ranked first shall be terminated and negotiations conducted with the second ranked Offeror and so on until a contract can be negotiated.
4. Proposal Negotiation: During the contract negotiation, a more defined scope of work shall be formulated. This scope of work shall be known as a memorandum of understanding (MOU) and shall

contain any agreed upon negotiation points. This memorandum shall then become part of the contract documents.

5. Confidentiality: No information regarding the identity of the offerors nor the contents of the proposals shall be released until after the negotiation process. If your proposal contains information of a proprietary nature, the information must be noted and an explanation submitted on separate cover.
6. Non-appropriation: If said service is for more than one year, then offeror understands and accepts that if funding should not be available for subsequent years, then any contract entered by the Town shall be declared null and void.
7. Offer: Prices quoted for this proposal shall be good for a period of 60 days following proposal receipt.
8. Completion Time: Completion Time is of the essence. Offeror must comply with time frames as specified in the Request for Proposal unless different time frames are negotiated prior to Award. Failure to meet Delivery Schedules and Completion Time frames may be grounds for disqualification.
9. Indemnification: The Offeror shall indemnify, defend and hold harmless the Town of Blacksburg, Virginia, its officers, officials, agents, and employees from any claim, damages, injury, or death and action of any kind, whether at law or in equity, arising from any negligent act, error or omission in the performance of professional services by the Offeror. This undertaking shall not apply to damage, injury, or death suffered in the performance of a construction contract caused by or resulting solely from the negligence of the Town, its agents or employees attributable to the sole negligence of the Town, its agents or employees.
10. Contract Documents: The contract entered into by the parties shall consist of the request for Proposal, the proposal submitted by the Offeror, the memorandum of understanding, the Town of Blacksburg's Contract and/or Purchase order, any change orders issued, addenda, all of which may be referred to as the contract documents. In the event of conflict, Standard Conditions, Project Description, Basic Services, General Terms & Conditions and this Agreement shall control.
11. Business License: Firms having a business location in Blacksburg and out-of-town construction related contractors receiving more than \$25,000 in the Town are required to have a Town business license.
12. Contract Assignment: Neither party shall assign the contract without the prior written consent of the other party. The contract shall bind the successors and assigns of the parties.
13. Nondiscrimination: Respondents certify to the Town that they will comply with 2.2-4311 of the Virginia Code, in that every contract over \$10,000, the provision shall apply: During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, age, disability, sex or national origin except where race, religion, color, age, disability, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor in all solicitations or advertisement for employees placed by or on behalf of the Contractor, will state that such Contract, is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The contractor will include the provisions of the foregoing in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor. The Town does not discriminate against faith based organizations.

14. Contractual Disputes: All claims which may arise under this contract shall be resolved through the procedure set forth in Blacksburg Town Code Section 16-506 "Contractual Disputes."
15. Proprietary Information: Offerors are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, **Offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed.** Furthermore, the Offeror shall submit proprietary information under separate cover, and the Owner reserves the right to submit such information to the Town Attorney for concurrence of the Offeror's claim that it is in fact proprietary. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes

Bonnie B. Preas, CPPO, CPM
Purchasing Agent

THE UNDERSIGNED ACKNOWLEDGES THAT BY THE SIGNATURE OF THE FORM, OFFEROR AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL AND IS DULY AUTHORIZED TO SIGN FOR OFFEROR'S COMPANY. DEVIATIONS MUST BE STATED WITH PROPOSAL SUBMITTAL.

SIGNATURE_____

COMPANY_____

E-Mail Address_____

Is your company registered by the State of Virginia as a Small, Women or Minority Owned Business?

Yes_____ No_____

Is your company federally registered as a DBE? Yes_____ No_____

Part I

PROJECT DESCRIPTION

Project Introduction

The Town of Blacksburg desires to select an A/E firm to provide professional services for the renovation of the historic Odd Fellows Hall, a 1905 two-story meeting house located at 203 Gilbert Street; and stabilization of the historic Price House, a residence constructed between 1840 and 1853 located at 107 Wharton Street in Blacksburg. The A/E services contract will include design development to meet a specified budget, construction documents, and construction administration phases.

The Odd Fellows Hall

The Odd Fellows Hall, a 1905 African-American meeting house, is a simple two-story wood structure of approximately 1,520 square feet. The building is to be retained and renovated to serve as an African-American history museum with exhibition and meeting space. The building does not have plumbing, and, in order to retain its historic character and accommodate programming, a separate restroom and office facility will be built near the Odd Fellows Hall. A feasibility study, including condition assessment and schematic designs, was completed in March 2005. This document is posted on the Town's web site on the Invitations for Bid and Request for Proposals page. The Town of Blacksburg has established a budget of \$ 393,000.00 for this project assuming Historic Tax Credits can be obtained.

The building's historical significance as a public gathering space for the African-American community of New Town, and as the meeting venue for two benevolent organizations, should be preserved while providing space for exhibitions and programming. The Odd Fellows Hall restoration is one of two historic rehabilitation projects overseen by the Blacksburg Museum and should reflect the Museum's mission of establishing and informing a sense of place and time for Blacksburg citizens and visitors. It is anticipated that the Design Team will work closely with the Museum Advisory Committee and Historic Design Review Board in developing the design. In addition, the building renovation should be accomplished so as to enable the Town to use Historic Tax Credits to assist in financing the project.

The project shall also achieve a high level of environmental performance, durability, and healthy indoor air quality through integrated design, best practices, and emerging technologies. The Town of Blacksburg has achieved Exemplary Environmental Enterprise (E3) status within the DEQ's Virginia Environmental Excellence Program (VEEP), and the Town is interested in certifying the Odd Fellows Hall restoration in accordance with the US Green Building Council LEED green building rating system. Finally, the separate restroom/office facility shall incorporate current and enhanced technology for internal organization communication.

The Price House

The Price House, a two-story log and frame home, was completed in 1853 and today serves as the Town of Blacksburg's Nature Center including exhibitions, offices, and space accommodating educational activities. It is approximately 2,150 square feet. Due to age and recent water damage, the building requires mold remediation, replacement of the HVAC system, and stabilization of the foundation. The Town has established a budget for this project of \$130,000 assuming Historic Tax Credits can be obtained.

The Town will not seek LEED certification for the Price House, but strongly encourages the project team to consider environmental stewardship in the stabilization project whenever possible.

Project Objectives

Both projects shall comply with all Town ordinances, the Town Comprehensive Plan, the Downtown Master Plan, Historic District Design Guidelines, and other documents guiding activities in this area, and shall provide a model of historic rehabilitation and adaptation for cultural and municipal services.

The projects shall illustrate and embody key Town values of Open Government, Environmental Stewardship, Pride in Local Government, and Quality of Life for residents of the Town.

Scope of Work:

1. Historic Tax Credits – The Architect shall work with the Town to determine the projects' eligibility for state and federal Historic Tax Credits and guide the application and subsequent renovation to ensure the project complies with all necessary standards.
2. Odd Fellows Hall Design Development – The Architect shall prepare plans to comply with the proposed budget and fulfill the program described above. Designs will be accompanied by an estimate of the probable project cost, a life cycle cost analysis, and a LEED scorecard identifying the expected points and rating level. The Architect should anticipate multiple meetings and presentations with Town staff and selected Boards and agencies. An independent cost consultant shall be utilized to provide the estimate of the total project cost.
3. Construction Documents & Administration – The Architect shall prepare construction documents for both the Odd Fellows Hall and Price House projects, assist the Town in advertising, obtaining, and evaluating bid proposals, and administer the construction phases of each project.

Other information:

A Feasibility Study including condition assessment and schematic designs already completed will be furnished by the Town.

Qualifications and Experience

Each proposal shall include the project team. The team shall provide for the provision of all architectural and engineering professional services necessary to complete the project and shall include a LEED Accredited Professional. The consultant shall have experience with building renovation projects which successfully utilized Historic Tax Credit revenue to finance the project.

Schedule

In order to obtain Historic Tax Credits in conjunction with another historic rehabilitation project that the Town is undertaking, keeping these projects on a fixed schedule is extremely important. The following schedule is a guideline for submitting firms to consider:

Finalize RFP:	July 10, 2007
Advertise RFP:	July 14, 2007 – July 30, 2007
Selection Committee to Rank Respondents:	August 3, 2007
Interviews with Short Listed Firms:	August 10, 2007
Negotiate Contract:	August 15, 2007 – September 1, 2007
Award Contract:	September 11, 2007
Design Documents:	October 15, 2007
Complete Review of Design Documents:	October 30, 2007
Construction Documents:	November 30, 2007
Bid Advertisement:	December 2007
Award Construction Contract:	January 2008
Project Completion:	June – October 2008

Submission Requirements

Project Team
Experience and Qualifications
Project Approach
Project Schedule

Illustrations of similar projects with client references for each

A brief history of your company to include personnel directly employed by the Architect

Evaluation

Responsiveness to RFP

Understanding of Project Scope

Team Qualifications:

Historic Renovation and Tax Credits

LEED Accreditation

Project Approach Methodology

References

Ability to produce project within budget

Ability to meet project schedule

Responsiveness to client needs

Please limit your response to twenty-five (25) sheets (may be 50 pages) and submit six copies of your response and one electronic copy.

Part II

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

GENERAL POLICIES FOR ARCHITECTURAL/ENGINEERING SERVICES

1.1 License/Registration: Entities (e.g. individuals, partnerships, or corporations) offering to provide architectural and/or engineering services shall be properly registered and licensed in Virginia as required by the Department of Professional and Occupational Regulation and, if incorporated, the State Corporation Commission. The architect or engineer in responsible charge of each discipline shall be currently licensed in the Town of Blacksburg and shall affix his or her seal to those documents for which he or she is responsible.

1.2 Disadvantaged Businesses: The Town of Blacksburg is committed to establishing, preserving, and strengthening small, minority, and women-owned businesses and encouraging their participation in procurement activities. The Town encourages contractors to provide for the participation of such businesses through partnerships, joint ventures, subcontracts, or other contractual opportunities.

1.3 Professional Services: The architectural, civil, structural, mechanical, and electrical portions of the project shall be planned and designed by or under the immediate supervision of a licensed architect or engineer (A/E) who has expertise in the particular discipline involved. Where such licensed expertise is not available within the A/E of record or where the A/E chooses to subcontract a part of the Work, the A/E shall employ an associate or consulting Architectural or Engineering firm with the requisite expertise to provide the required services. The consultants, associates, or subcontractors proposed by the A/E during the selection process to be part of the A/E project team shall perform the Work as proposed. If circumstances require a change, the A/E shall advise the Owner of the proposed change, the reasons therefore, and the name and qualifications of the proposed replacements. The replacements must be acceptable to the Owner.

Associates, consultants or subcontractors proposed to be part of the A/E's project team shall be contracted by the A/E at the beginning of the Work and shall be active participants in all phases of the Work related to their discipline from beginning to end. The A/E shall be responsible to the Owner for the Work of all associates, consultants, and subcontractors, whether employees of the A/E or not, performed under the Contract.

1.4 Taxpayer Identification Number: The A/E shall furnish to the Owner at the time of contract award its Federal Employer Identification Number (FEIN) if a corporation or a partnership or its Social Security Number (SSN) if a sole proprietor.

1.5 Relationship of Architect/Engineer to Owner: Once the Contract for A/E services has been fully executed, the A/E shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements, and other similar information to the A/E. The A/E shall advise the Owner of changes necessary to keep the project within the prescribed area and cost limits.

Generally, the Owner will observe the procedure of issuing orders to the Contractor through the A/E or, if the A/E's construction period duties have been so modified, through the Owner's designated project representative. If the Owner issues orders directly to the Contractor, the A/E shall be copied on such orders.

1.6 Code and Regulatory Compliance: The A/E is responsible for designing the project and administering the construction phase same in accordance with the Virginia Uniform Statewide Building Code (Code) and other regulatory requirements applicable to the project. Nothing contained herein shall be construed as relieving any A/E, professional design consultant, contractor, supplier, or any other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the Owner, in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under law, codes, and professional practice as required in projects for the Town of Blacksburg. Lack of comment by a Town of Blacksburg reviewer does not relieve the A/E from designing to meet the Code or Proposal requirements or applicable regulations related to water, sewer, fire department service, and other utilities.

If a correction of a Code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. The Owner will bear only costs attributable to actual Code or regulation-required enhancement of the project.

If the A/E believes that a Code, requirement, or a regulation is unclear as to meaning, he shall request a written opinion as to the applicable interpretation from the Project Manager or from the applicable regulatory agency, as appropriate, and the A/E shall be entitled to rely on the written opinion, if any, which he receives.

1.7 Design Errors and/or Omissions and A/E Liability Insurance: The A/E shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount not less than 5% of the estimated cost of construction of all projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$500,000. The A/E shall maintain this insurance in force after completion of the services under the contract for a period of five years after completion of construction.

Neither the Owner's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver by the owner of any rights or any cause of action arising out of the Contract. The A/E shall be and remain liable to the Town for all costs of any kind which are incurred by the Town as a result of negligent acts, errors, or omissions on the part of the A/E including its subcontractors and consultants, in the performance of any of the services furnished.

The A/E shall be responsible for all costs resulting from its errors, omissions, and other breaches of the applicable standards of care established by Virginia law including, but not limited to, its own costs for labor and other in-house costs, any resulting Contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that is already in place, any Contractor or Owner delay damages, and any judgments, fines, or penalties against the Owner resulting from A/E errors, omissions, and other breaches of the applicable standards of care. However, the A/E shall not be responsible for the cost of the correct equipment or system which should have been originally specified, except the A/E shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order. For the purposes of determining the A/E's share of such costs for Work which has not yet been performed, the cost of work performed by Contractors Change Order shall generally be presumed to be 15% greater than if the Work had been included in the Contractor's Contract. The A/E shall have the burden of disproving this presumption.

The Town of Blacksburg shall actively pursue reimbursement of costs resulting from the A/E's errors, omissions, or breaches of the applicable standard of care. Upon determination that there may be A/E financial responsibility involved, the A/E shall be contacted by the Owner. The A/E shall be advised of the design deficiency, informed that it is the Owner's opinion that the A/E may be financially responsible and requested to provide a technical solution to the problem, including cost estimate. Upon notification of potential liability, the A/E should coordinate with the Owner to determine required technical support and timing to minimize delay costs. Pending final decision by the Owner, the A/E will be invited to attend all price negotiations with the Contractor for the corrective work. The A/E shall participate as a non-voting technical advisor to the Owner's negotiator. If the A/E refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial construction and/or change order negotiations without the A/E.

Alternatively, where design error is clearly at fault, the A/E may discharge its financial responsibility through negotiation with, and direct payment to, the Contractor. This action must be participated in and approved by the Owner.

1.8 Other Insurance Required of the A/E: Prior to the start of any work under the contract, the A/E shall provide to the Owner Certificates of Insurance forms approved by the Town of Blacksburg and shall maintain such insurance until the completion of all Work under the contract. The **minimum limits** of liability shall be as follows:

Worker's Compensation -Standard Virginia Worker's Compensation Policy with statutory requirements and benefits;

Employer's Liability -\$100,000

Broad Form Comprehensive General Liability -\$1,000,000 Combined Single Limit coverage. The Town of Blacksburg shall be named as an additional insured with respect to the services being provided. The coverage shall include:

Premises / Operations Liability

Products and Completed Operations Coverage

Independent Contractors Liability

Owners and Contractor's Protective Liability

Personal Injury Liability (Libel, Slander, Defamation of Character, etc.)

The following various Professional Liability/Errors and Omissions coverages are required when soliciting these specific services

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate

Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Doctors, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	
Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations	\$1,650,000 per occurrence, \$3,000,000 aggregate
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$ 500,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$ 100,000 per occurrence, \$ 300,000 aggregate

Automotive Liability -\$500,000 Combined Limit for bodily injury and property damage per occurrence.

1.9 Ownership of Documents and Materials: Ownership of all materials and documentation including the original drawings and the Plans and Specifications and copies of any calculations and analyses prepared pursuant to the Contract between the Owner and the A/E, shall belong exclusively to the Owner and are considered “work for hire”. Such materials and documentation, whether completed or not, shall be the property of the Town of Blacksburg whether the work for which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of Information Act, provided the bidder, offeror, or contractor invokes the protections of 2.2-4342, *Code of Virginia*, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and states the reason why the protection is necessary.

The A/E shall provide the following documents to the Owner at the completion of the A/E’s work :

- Original sealed and signed drawings
- Original copy of the specification
- Copy of analyses made for the project
- Indexed copy of the calculations made by each discipline for the project
- The Owner copy of all shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project.

The Town of Blacksburg, as owner of the documents prepared for its projects, has the right to use the project documents as a prototype to demonstrate scope, size, functional relationships, etc., to an A/E designing a similar project. The A/E for the original project design shall not be responsible or liable to the Owner for any such use of the documents.

The A/E for the similar project shall be responsible for providing a complete set of project and location-specific “final Documents” with its seals and signatures which meet all applicable codes and standards in effect at the time those “final documents” are submitted.

2.0 Standard Plans: Where the Owner has engaged the A/E to prepare “standard designs” and/or “standard plans” for structures such as picnic shelters, sheds, bath houses, single family residences, cabins and utility buildings for the owner to site adapt for use at various locations, the drawings for the Standard plans shall show

- The name of the owner,
- The title of the standard structure for which the design was developed,
- The name of the A/E, and
- The seal and signature of the responsible licensed professional.

The standard plans shall also show the applicable codes, standards, loadings, and design parameters used to develop the design.

Where the A/E has not been engaged to review the site adaptation of the standard plans nor review the submittals or construction, the owner, and not the A/E shall be responsible for the proper site adaptation and use of the standard plans. The A/E shall, however, be responsible for negligent acts, errors, or omissions in the standard plans.

When the Work involves the site adaptation of Standard Plans, the cover sheet for the project plans shall list the drawings included in the set of plans and shall differentiate between the standard plans and the “site-specific” site development, utility, and foundation drawings prepared by the A/E for that site. These site-specific drawings shall be sealed and signed by the responsible licensed A/E.

2.1 Requirements for A/E Seals and Signatures :

General: The seal and signature of the licensed professional Architect or Engineer on the drawings provides notices to the public and warrants that the drawings are complete and were prepared under the direct supervision of a licensed professional. All plans and specifications for building projects designed for the Town of Blacksburg and its agencies must bear the seal and signature of the responsible licensed professional.

Each drawing to be reproduced shall show:

- The name of the A/E,
- The project title,
- The project location,
- The drawing/sheet title,
- The drawing/sheet number,
- The seal and signature of the responsible licensed professional,
- And the uniform date of the completed documents.

The Title sheet drawing(s) shall also have:

- The index of Drawings,
- The seal and signature of the A/E principal-in-charge of the project,
- And the uniform date of the completed documents.
- (A/E may also require the seal and signature of a principal of its consultants.)

The Specifications Table of Contents shall have:

- the seal and signature of the A/E principal-in-charge of the project,
- the uniform date of the completed documents, and
- the listing of specification sections included for the project.
- (A/E may also require the seal and signature of a principal of its consultants.)

“**Working Drawing Sets**” submitted to the Owner for review are expected to be complete documents ready for bidding. All drawings except the cover sheet shall bear the seal of the responsible licensed professional. The Cover Sheet shall show a complete list of the drawings in the set, but a seal and signature are not required at this submission.

“**Final Documents**” are completed documents ready for bidding and include all corrections required by review. Each sheet of the drawings reproduced in the bid documents, including the cover sheet, shall bear the seal and signature of the responsible licensed professional and a uniform document date. The original cover sheet without seal and signature shall be reproduced and attached to copies of the other drawings in the set. Each cover sheet print shall then be sealed, signed and dated with original seals and signatures. These official “Final Documents” shall be distributed to the following:

3 sets Owner

“**Addendum**” to the Final Documents: The first sheet of each and every addendum issued to bidders shall show the number of pages in the addendum and shall list any attached sketches, drawings, or other material included in the addendum. In addition, the first sheet of each and every addendum shall bear the name of the project, the date and the seal and signature of the responsible licensed professional. Copies of each addendum with seal and signature shall be distributed to the above recipients in the same fashion as the official “Final Documents”

2.2 Subcontracts:

No portion of the A/E professional services shall be subcontracted without prior written consent of the Owner. Consultants proposed by the A/E during the selection and fee negotiation phases are assumed to be acceptable to the Owner unless the Owner notes otherwise during those phases. In the event that the A/E desires to subcontract some part of the Work required by the Contract to a consultant or subcontractor not previously approved, the A/E shall furnish the Owner names, qualifications, and experience of the proposed consultants. The A/E shall, however, remain fully liable and responsible for all Work performed by his consultants and subcontractors and shall assure that their Work complies with all requirements of the A/E's Contract.

2.3 Modification of the A/E Contract (A/E Change Orders)

The Owner may, upon mutual agreement with the A/E, issue written modifications to the scope of services of the Contract.

2.4 Payments to the Architect/Engineer

The following procedures are established in conformance with the Virginia Public Procurement Act (VPPA), 2.2-4300 through 2.2-4377, *Code of Virginia* as amended, and, in particular, 2.2-4347 et seq., which is referred to as the Prompt Payment Act.

- (1) The A/E shall submit its invoice with the documentation required by the Owner. The invoice shall generally itemize or show a breakdown of the various phases or parts of the Total Contract Amount, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice. Invoices for reimbursables shall include documentation of costs for which reimbursement is sought. Invoices for work being performed on an hourly rate basis shall show the technical classifications, names of the persons performing the work, man-hours expended, marked up hourly rates for the classification, and the extended cost amount.
- (2) Unless there is a dispute about the compensation due the A/E including, but not limited to, claims by the owner against the A/E, then within thirty (30) days after receipt by the owner of the A/E's invoice, which shall be considered the invoice receipt date, the owner shall pay to the A/E the amount approved, less any retainage and prior payments / advances made to A/E. The date on which payment is due shall be referred to as the Payment Date.
- (3) The Owner may agree to make progress or partial payments to the A/E during any phase of the Work based on the estimated value of the Work completed by the A/E on that phase. Any such progress payment shall be based on the Owner's opinion of the value of the work completed as of the date of the invoice. The A/E may invoice the Owner and, if the Owner agrees that the submittal for the particular design phase is complete, the Owner may approve payment of a cumulative amount of not more than 95% of the value of that phase at the time the phase submittal is made to the Owner. The A/E may invoice the Owner for the remaining 5% (balance of the value of that phase) when the submittal has been reviewed and approved.
- (4) Disputes about the compensation due the A/E may include, but are not limited to, the amount due, the value or percentage of the Work completed, defects or deficiencies in the Work, quality of the Work, compliance with the Contract Documents, completion itself, or negligent acts, errors, or omissions on the part of the A/E. In the event of disputes, payment shall be mailed on or before the Payment Date for amounts and Work not in dispute, subject to any setoffs claimed by the Owner.
- (5) All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any payment and shall be corrected and adjusted in the final payment. In the event that any invoice by the A/E contains a defect or impropriety which would prevent payment by the Payment Date, the Owner shall notify the A/E in writing of such defect or impropriety within ten (10) days after the invoice receipt date. Any disputed amounts determined by the Owner to be payable to the A/E shall be due thirty (30) days from the date the dispute is resolved.
- (6) Interest shall accrue on all amounts owed by the Owner to the A/E which remain unpaid seven (7) days following the Payment Date. Said interest shall accrue at the discounted ninety day U.S. Treasury bill rate as established by the Weekly Auction and as reported in the publication entitled the Wall Street Journal on the weekday following each such Weekly Auction.

During the period of time when the amounts due to the A/E remain unpaid following the fifteenth day after the Payment Date, the interest accruing shall fluctuate on a weekly basis and shall be that established by the immediately prior Weekly Auction. It shall be the responsibility of the A/E to gather and substantiate the applicable weekly interest rates to the satisfaction of the Owner and to calculate to the satisfaction of the Owner the interest due. In no event shall the rate of interest charge exceed the rate of interest established pursuant to 58.1-1812, *Code of Virginia*.

No interest shall accrue when payment is delayed because of a dispute between the Owner and the A/E as described in subparagraph (4) above, or a dispute as to the accuracy of any Request for Payment received. This exception to

the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement. Nor shall interest accrue on retainage, which is withheld to assure faithful performance of the Contract.

The date of mailing of any payment by the U.S. Postal Service is deemed to be the date of payment to the addressee.

The Owner is entitled to interest on all amounts from the A/E that remain unpaid thirty (30) days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise. Any such interest shall be calculated by the same method as set forth in this subsection.

2.5 Audit

The A/E, by signing the Contract, agrees to retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by the Town of Blacksburg, whichever is sooner. The Owner, its authorized agents, and/or State auditors shall have full access to and the right to examine any of the materials during said period.

2.6 Conflicts of Interest

The A/E, including any subsidiaries or affiliates or other entities in which the A/E has a pecuniary interest, which design, prepare plans and specifications, or cost estimates for a construction contract is prohibited from providing all or a portion of said construction, or the supplies or equipment used in such construction. (2.2-4374; *Code of Virginia*)

In addition, an entity which provides to the A/E any design services specifying a sole source for materials, supplies or equipment to be used in the construction shall be prohibited from bidding on, or otherwise furnishing such materials, supplies or equipment for the construction. This prohibition does not apply to a vendor who provides catalog information, technical data and such on products, material, or equipment to the A/E for the A/E's consideration.

2.7 Release of Information Pertaining to Project Design

Release in any form by the A/E of information pertaining to the estimated construction cost of a project under design to anyone other than authorized Owner personnel, and other A/E's or Consultants performing design of related facilities is prohibited.

The A/E shall not give out information concerning a project to anyone other than authorized Owner personnel, other A/E's performing design of related facilities without specific approval of the Owner to release such information.

When the project is ready to be advertised, the A/E may provide the following information to "construction information / plan room" services who serve the construction industry:

- type of project or facility,
- size (area) and number of stories,
- types of materials,
- bidding requirements,
- IFB (document) source, and
- A project cost range (e.g. \$3,000,000 to \$5,000,000).

As documents are issued to prospective bidders, a current list of plan holders should be made available to those who request such information, including the plan room services.

During the bidding period, the A/E shall not respond to request by prospective bidders to clarify or state the intent of Plans or Specifications unless such requests are in writing. The response must be in the form of an addendum issued to all plan holders. Sources of supply for special equipment may be made available in writing to all bidders/contractors. The A/E should promptly prepare and issue addenda for any necessary corrections or clarifications of the Plans and Specifications.

2.8 Default

In case of the A/E's failure to deliver the reports, documents or services in accordance with the Contract terms and conditions, the Owner, after due written notice, may procure same from other sources, and the A/E shall be responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies which the Owner may have.

2.9 Termination of Contract

General: The Owner may terminate the Contract for cause or for convenience after giving thirty (30) days written notice to the A/E. The written notice shall include a statement of reasons for the termination.

Termination for Cause: If the A/E should substantially breach the Contract or fail to perform the services, or any portion thereof, required by the Contract, the Owner may terminate the Contract for cause by giving written notice as set forth above or may give the A/E a stated period of time within which to remedy its breach of contract. If the A/E shall fail to remedy the breach within the time allotted by the Owner, the Contract may be terminated by the Owner at any time thereafter upon written notice, effective immediately upon receipt. The Owner's forbearance in not terminating the contract shall not constitute a waiver of the Owner's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the A/E shall be responsible for all damages incurred by the Owner as a result of the A/E's breach of contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement A/E to fulfill the obligations of the Contract.

Any termination by the owner for default, if determined by a court of competent jurisdiction not to have been justified as a termination for default shall be deemed a termination for the convenience of the Owner.

Termination for Convenience: The Owner may terminate the Contract in whole or in part for convenience by delivering to A/E a written notice of termination as set forth above, specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such notice, the A/E must stop Work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice.

If the contract is terminated for convenience, the A/E shall be entitled to those fees earned for Work performed in accordance with the Contract prior to the notice of termination. Thereafter, the A/E shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. The A/E will be compensated for reasonable costs or expenses for delivery to the Owner of the products of the services for which the A/E has or will receive compensation.

Delivery of Materials: Any termination shall not relieve the A/E of the obligation to deliver to the Owner all products of the services for which the A/E has been or will be compensated, including, but not limited to, the original drawings and specifications, copies of CADD diskettes or tapes, calculations, and analyses. Unless otherwise agreed to in writing, the A/E shall deliver the materials to the Owner within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of contract.

Compensation Due the A/E: When the A/E is terminated for convenience, the following method shall be utilized in computing amounts due the A/E for services prior to termination:

- If terminated at the completion of a design phase or the bidding phase, the amount due shall be the cumulative total of the fees for the phases completed according to the Contract.
- If terminated prior to completion of a design phase or the bidding phase, the amount due shall be the sum of the previously completed phase fees plus a negotiated amount based on the portion of services provided for the phase not completed.
- If terminated during the construction phase, the total amount earned shall be the sum of the previously completed design and bidding phase fees plus a negotiated amount based on the portion of the construction period services provided through the notice of termination.
- Payment for the Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.
- Payment for the Reimbursable Expenses shall be based on approved reimbursable expenses incurred up through the notice of termination.

The A/E shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last Work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Owner.

3.0 Assignment of Contract: The A/E shall not assign the Contract between the Owner and the A/E, in whole or in part, without the written consent of the Owner.

3.1 Ethics in Public Contracting: The A/E shall not offer or receive any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this project. The A/E shall not confer on any public employee having official responsibility for this project any payment, loan, subscription, advance, deposit of money, services, or anything more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

3.2 Anti-Discrimination: By signing the Contract, the A/E certifies to the Town of Blacksburg that it, as contractor for the services described in the RFP and the Contract, will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and 2.2-4311 of the Virginia Public Procurement Act which provides that:

In every contract over \$10,000, the provisions in (1) and (2) below apply:

- (1) During the performance of this contract, the contractor (A/E) agrees as follows:
 - a. The A/E will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin except where religion, sex, age, disability or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contracting firm. The A/E agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The A/E in all solicitation or advertisements for employees placed by or on behalf of the A/E, will state that such contracting firm is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- (2) The A/E will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Where applicable, the Virginians with Disabilities Act and the federal Americans with Disabilities Act shall apply to the A/E and all subcontractors.

3.3 Applicable Law and Courts: The A/E contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Montgomery County, as provided under Virginia law. In performing services under the Contract, the A/E shall comply with applicable federal, state and local laws and regulations.

3.4 Prohibition of Alcohol and Other Drugs at the Workplace: The Town of Blacksburg seeks to establish and maintain a work environment free from the adverse effects of alcohol and other drugs. The adverse effects of alcohol and other drugs create a serious threat to the safety and welfare of all personnel at the job-site, to job-site safety in general, to worker productivity and quality of workmanship, and to the project schedule.

Each of the following acts is prohibited by the A/E, its employees, subcontractors, consultants, and suppliers while performing services under the terms of the Contract.

- (1) The unlawful or unauthorized manufacture, distribution, dispensation, possession, or use of drugs (except the possession and use of medically prescribed drugs for legitimate medical purposes) in the workplace or at the construction site;
- (2) The unlawful or unauthorized manufacture, distribution, dispensation, or use of alcoholic beverages in the workplace or at the construction site during hours of work;
- (3) The impairment of a person in the workplace, or at the construction site, related to the use of alcohol or other drugs including impairment from prescription drugs.

The A/E shall post a copy of this policy in a conspicuous place at the workplace and assure that all personnel are advised of the policy. A violation of this policy will be recognized as a breach of contract and may result in termination of the Contract.

Part III

BASIC SERVICES AND RESPONSIBILITIES

1. RESPONSIBILITIES OF THE OWNER TO THE Architect/Engineer

The Owner, hereafter called the Town, shall be responsible for providing the following information/data to the Architect/Engineer (A/E), if required, for the planning and design of the project. The information so furnished shall not relieve the A/E of the responsibility for evaluating the information provided and for notifying the Town of any additional surveys, investigations, tests or other information required for the A/E to perform its services. If the Town does not have this information, the Town shall procure the information in accordance with published procurement procedures. Or, as an alternative, the Town may request that the A/E obtain such information as an additional service and include compensation for this in the fee negotiations.

The Town Shall:

- A. Provide the A/E with material establishing the building space requirements, adjacencies, functional requirements, special systems, siting requirements and any other relevant information that will clearly inform the A/E of the scope of the project to be designed.
- B. Provide the A/E with a budget construction cost.
- C. Set a schedule for planning and design of the project. The schedule shall be developed in conjunction with the A/E but shall be based on the date the Town has determined that the project needs to be placed under contract for construction. The schedule is considered an integral part of the project scope and shall be monitored for adherence. The Town agrees to make every reasonable effort to assist the A/E in complying with the schedule.
- D. Provide the A/E with any information directly affecting the project design process including anticipated impacts on other facilities, utilities or surrounding properties of the project.
- E. Provide utility maps showing the location, size and elevation of all existing public and private utilities which might interfere with the project or to which the project might be connected.
- F. Provide location and dimensions of existing buildings. Where the interior arrangement, construction, or floor level of an existing building affects the plans for the project, the Town shall furnish the A/E with the necessary information as to interior arrangement, including reasonably accurate "record" drawings (if available), construction system information, and floor levels.
- G. Provide a list of all existing equipment, furniture, furnishings, apparatus, etc., to be used on the project, including all necessary characteristics required to coordinate the equipment in the project.
- H. Provide a budget cost estimate of any equipment that the A/E will be required to specify and include in the contract. The Town shall provide an itemized list of such equipment, with the standards as to type, size, quality, etc., for the A/E's guidance in preparing the specifications for this equipment.
- I. Provide all legal advice relating to the design and construction phases of the project. This does not include legal services to or on behalf of the A/E relating to its services and obligations.
- J. Compensate the A/E in accordance with the contract. The values of the various phases or parts of the contract amount shall be set out in the Contract and/or MOU. The MOU shall also establish whether partial or progress payments are to be made during any phase or part of the project.

2.0 QUALITY OF WORK

The A/E shall be responsible for the professional service, including the technical accuracy and coordination of all designs, drawings, specifications, cost estimates, and other work or materials provided. The project documents submitted by the A/E shall represent a reasonable, code compliant, and acceptable architectural and/or engineering solution based on the scope of work, budget limitations,

and other constraints of the A/E's contract. All work must be in accordance with current criteria, guides, and specifications set forth in this proposal, and shall conform to good architectural and engineering practices. Workmanship shall be neat with all lines and lettering of uniform weight and clarity for complete legibility and satisfactory reproduction. All elements of the A/E's submittals shall be checked by professional personnel trained in that specific discipline.

2.1 STANDARDS FOR A/E SERVICES

Simply put, the A/E is hired to provide the knowledge, skills and abilities to convert the Town's functional, spatial, and aesthetic requirements for a project into a complete set of documents for bidding and construction and then to ascertain whether the project is constructed in conformance with those documents. The Basic Services normally provided by the A/E are generally described below.

The A/E must restrict itself to the authorized scope of work. Deviations from the authorized scope might include incorporating embellishments which increase the cost above programmed amounts for the project, or increase the building area or make major changes in construction criteria, including unauthorized buildings or areas in the project, selecting specific systems or equipment without economic or technical evaluation, or introducing special equipment. It is the A/E's contractual responsibility to design a facility that can be constructed within the budget and which conforms with applicable codes and the technical criteria included and/or references in the proposal.

During the development of the project and through approval of preliminaries, the A/E may expect clarifications and refinements within the general scope of the project and shall make necessary adjustments accordingly. Generally, approval of the preliminary design based on incorporation of review comments and accepted Engineering recommendations will establish the requirements for development of the working drawings and final design of the project. If changes in the scope of work are authorized, appropriate modifications to the A/E contract will be negotiated.

The A/E shall be thoroughly familiar with the General Conditions, scope of services, submittal requirements, technical criteria and standards, standard procedures, and standard forms required.

Public (Town of Blacksburg) work and private sector work differ in many respects, and the A/E must understand and take these differences into account as it carries out its basic services, particularly in preparing the construction contract documents. For example:

- (a) The Town cannot limit bidding to a selected list of contractors known to do good work. Unless contractors are prequalified for the project, any licensed contractor may bid. Since bidder's level of knowledge and experience is unknown, drawing and specification requirements must be clear and concise, and must clearly indicate the specific features or work to be provided. The A/E cannot assume that the bidder will include features not specifically called for, and shall not leave essential items to be "worked out in the field" or "worked out on the shop drawings"
- (b) Sections, details, and dimensions must be provided in sufficient quantity, clarity, and detail to enable the bidder to understand what is expected, to make takeoffs of material types and quantities, and, once hired, to prepare shop drawings and execute the construction. This is particularly important in drawings and specifications related to stairs, special connections for framing, typical details of system interfaces, flashings for roofs and walls, and similar building features.
- (c) Project design is the sole responsibility of the A/E. Specifications that require the contractor to provide engineering design are not acceptable unless the products specified for contractor design are closed engineered systems. Closed engineered systems include: pre-engineered buildings, manufactured mechanical equipment, prefabricated trusses, precast/prestressed concrete elements and common steel structural bolted connections.
- (d) In order to encourage competition that maximizes the use of public funds, performance specifications defining a desired result or assembly, or referencing recognized standards that define a desired result or assembly, are strongly preferred. If performance specifications are not practical, and a manufactured product must be used to define a desired result or assembly (or equal), then a manufacturer with his products or model numbers shall be referenced. The A/E should not reference both manufactured products and performance criteria because conflicts in the performance criteria and the product performance may create unnecessary conflicts. Sole source and proprietary specifications are not allowed without prior written authorization.

Understanding and implementing these basic differences in rules and policies will prevent many costly disputes, claims, and resubmittals by the A/E.

2.2 A/E BASIC SERVICES

“Basic Services” as used in the proposal means the application of professional architectural and engineering knowledge, skills, experience, and expertise to translate the Town’s spatial, functional, and adjacency requirements into a facility design described by Plans and Specifications for construction that comply with applicable building codes, town ordinances and proposal requirements, are consistent with the Town’s project definition and satisfy the Town’s budget. After award of a construction contract, “basic services” involve making such reviews, evaluations, inspections, observations, and recommendations as appropriate to assist the Town in obtaining a constructed facility conforming to the A/E’s Plans and Specifications. “Basic services” are usually separated into sequential phases for the purpose of identification and payment.

The following generally describes services to be provided during each phase of the project, unless specifically waived:

2.3 Project Initiation, including schematic Phase

- (a) Consult with the Town to define, clarify, and refine the Town’s requirements for the Project; review available data; confirm the scope of the project and the services required from the A/E; review the “design to” cost; establish the quality of materials, aesthetics desired and other factors pertinent to the project.
- (b) Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.
- (c) The A/E shall not rely totally on information contained in the “as-built” documents for existing utility and facility information. As part of the required services, it is the A/E’s responsibility to verify, by on-site observations of applicable existing buildings, the configurations, locations, dimensions, sizes, and conditions accessible for verification.
- (d) Analyze the Town’s spatial and functional requirements, its required and preferred space adjacencies, its planning surveys, its site evaluations, and its comparative studies of prospective sites; provide alternative schemes or solutions for review, approval and/or selection by the Town.
- (e) Prior to preparing the Schematic Submittal, submit floor plan and elevation schemes to the Town and describe how the schemes relate to the space, function, and adjacency requirements in the project criteria.
- (f) Discuss with Owner any circumstances relating to the project including impacts on other public or private utilities, facilities or properties.

2.4 Preliminary Design Phase

After authorization to proceed with the Preliminary Design Phase, A/E shall:

- (a) In consultation with the Town and based on the accepted study and/or submittal documents and review comments, determine the scope, extent, and character of the project. *The Town also shall include review and input from the user of the facility and the staff responsible for the maintenance and operation of the facility in the discussions at this phase.*
- (b) Advise Town if additional data or services are necessary and assist Town in obtaining such data or services.
- (c) Prepare and submit preliminary design documents and hold a meeting to discuss preliminary design information.
- (d) Prepare furnishing and equipment information floor plans that depict the proposed layout and demonstrate that the required items will fit functionally and space wise in the rooms.
- (e) Prepare and submit to the Town written responses to Owner’s comments. Submit appropriate information to any regulatory agencies and town departments requiring preliminary design approval.
- (f) Resolve all outstanding issues, comments from reviewers before proceeding with the Working Drawing Phase.

Note: The Town, including the user of the facility and staff responsible for its maintenance and operation should review the preliminary submittal to assure that the spatial, functional, and operational requirements have been satisfied. All outstanding issues must be resolved and agreement reached on how to proceed before the A/E is authorized to prepare the Working Drawings. Changes made after authorization to proceed with Working Drawings may subject the Town to a claim by the A/E for a change in scope or extra services.

2.5 Working Drawings (Construction Documents) Phase

After written authorization to proceed with the final design, A/E shall:

- (a) On the basis of the accepted Preliminary Design documents, and the review comments as finally resolved, prepare Final Drawings (hereinafter called “Plans”) to be included in the Contract Documents showing the complete scope, extent and character of the work to be furnished and performed by contractor(s). Also prepare Specifications for inclusion in the Contract Documents. Specify all finishes and provide color selections of all materials and finishes included in the construction contract.
- (b) Provide technical criteria, written descriptions and design data for the Town’s use in filing applications for permits with or obtaining approvals as needed.
- (c) Advise the Town of potential cost overruns, the necessity for unit pricing of any work, the necessity for additive bid items, and assist in preparing and documenting any requests or submittals required.
- (d) Prepare soil and erosion control plans and stormwater management plans for the Town.
- (e) Provide recommendation on number of days estimated for substantial completion of the construction of the project.
- (f) Prepare and submit completed Plans and Specifications and other documents to the town for review and approval.
- (g) Make any revisions necessary to the Plans and Specifications to be reproduced so that they incorporate resolution and/or correction of all problems raised during review. Once completed, submit to any regulatory agencies for review. Make any revisions necessary so they incorporate any required regulatory comments. Resubmit to all appropriate parties.
- (h) Assist the Town in evaluating contractor and/or subcontractor prequalification data if contractors are prequalified for the project.

2.6 Bidding Phase

After written authorization to proceed with the Bidding Phase, the A/E shall:

- (a) Assist the Town in advertising for and obtaining bid proposals for each separate prime contract, whether for construction, materials, equipment or services. Where applicable, issue Bid Documents, maintain a record of prospective bidders to whom the Bid Documents have been issued, attend pre-bid conferences, and receive and process deposits for Bid Documents.
- (b) Issue addenda, as appropriate, to interpret, clarify, or define the requirements of the Bid Documents.
- (c) Assist the Town in determining whether the lowest bidders are **responsive and responsible**.
- (d) Consult with and advise Town as to the acceptability of subcontractors, suppliers, other persons, or organizations proposed by the low bidder when such acceptability is required by the Bid Documents.
- (e) Consult with Town on the acceptability of subcontractors, suppliers, other persons or organizations proposed by the low bidder when such acceptability is required by the Bid Documents.
- (f) Consult with Town on the acceptability of any substitute materials and equipment proposed by potential bidders when the IFB permits substitution during the bidding process. The acceptability of a substitute must be documented on the Addendum.
- (g) Attend the bid opening, prepare bid tabulation sheets and assist the Town in evaluating bids or proposals. Make recommendations for awarding contracts for construction, materials, equipment, and/or services.
- (h) When the lowest responsive and responsible bid exceeds the budgeted project cost, assist the Town in negotiating with the low bidder, if applicable, or modify the bid documents, as appropriate, and assist the Town in reissuing the IFB.
- (i) Receive and inspect Bid Documents returned; issue refunds to bidders, as appropriate.

- (j) An agreed upon Design to Build limit shall be utilized. Should the Construction Bid or Design Phase Cost Estimates for total building construction and related sitework exceed the amount, the Architect shall redesign to meet the Design to Build limit.

2.7 Construction Phase

Submittal Review and Construction Administration Services Required to be Performed by the A/E

The below services are part of Basic Services and shall not be delegated to others unless such delegation has been specifically approved in writing by the Owner.

- (a) **Consultations:** A/E shall consult with and advise the Town on all technical matters and act as the Town's representative in dealing with the Contractor on all such matters. The Town's instructions to Contractor(s) will be issued through the A/E, who has authority to act on behalf of the Town to the extent provided in the General Conditions except as otherwise provided in writing.
- (b) **Interpretations and Clarifications:** The A/E shall issue all necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare any necessary field orders and Change Orders.
- (c) **Field and Change Orders:** Issue Field Orders and assist the Town in preparing and issuing Change Orders. Where the Town has obtained approval to modify the A/E Contract to reduce the A/E's Construction Phase services, the following shall apply:
 - a. Any matters of a technical nature which affect the integrity of the exterior architectural, structural, or fire safety systems or which affect the integrity or operation of the mechanical, plumbing, or electrical systems shall be validated by the A/E before a Field Order or Change Order is issued.
 - b. Field Orders or non-technical matters such as landscaping, finishes, colors, and similar items which do not affect the exterior architectural appearance or the structural, fire safety, mechanical, or electrical system integrity may be handled by a qualified licensed professional from the Town staff or by a licensed professional of the separate contractor engaged to provide such services.
- (d) **Shop Drawings:** The A/E shall review and approve for general conformance with project requirements (with or without conditions), reject or take other appropriate action on Shop Drawings and other submittals required of the Contractor. The A/E shall review for general conformance with the Project design concept and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or construction procedures or safety precautions and programs incident thereto.
- (e) **Equals:** The A/E shall evaluate and determine the acceptability of any equal materials or equipment proposed by Contractor.
- (f) **Disputes between Town and Contractor:** The A/E shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and shall make recommendations to the Town on all Contractor claims relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Construction Visits, Inspection and Closeout Services to be Performed by the A/E or by the Town Project Management and Inspection Entity

The following construction period services shall also be provided by the A/E as part of its Basic Services unless specifically deleted in the A/E Contract or its MOU and delegated by the Town to its Project Inspector or separate Construction Administrator entities. (Note: When the service(s) has been delegated to other than the A/E, the description below applies to the person or entity to whom it has been delegated)

- (g) **Visits to Site and Observation of Construction:** An A/E representative who is knowledgeable of the project and competent in each discipline which has trade activities and stages of construction being performed shall visit the site as requested by the Owner to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the A/E shall

endeavor to determine whether such work is proceeding in accordance with the Contract Documents and shall keep the Town informed of the general progress of the work in relation to the overall schedule.

- (h) **Inspections of Work in progress by the A/E:** During his periodic visits to the Site to observe the work in progress, the A/E (accompanied by the Project Inspector) shall, as a minimum, spot check the work installed and the work in progress to determine compliance with the requirements of the Contract Documents and the codes and installation/workmanship standards listed therein (e.g. clearances and lap lengths for reinforcing bars per ACI; duct construction and installation conforming to SMACNA; pipe support terminals conforming to Code; wiring installation, anchorage and terminations conforming to NEC; and such). Defective and noncompliant work shall be noted in the A/E's inspection report and pointed out to the Project Inspector and Contractor. The A/E shall identify for the project inspector any specific checks or inspections to be made. The results of these inspections shall be made a part of the Project Inspector's Daily Report.
- (i) **Supplemental Inspections and Tests:** For Work not in compliance with the Contract Documents, the A/E shall, with the Town's approval, require additional or supplemental inspection or testing. The A/E shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents and shall determine whether their content complies with the requirements of each. The A/E shall also determine whether the results certified indicate compliance with the Contract Documents.
- (j) **Defective Work:** During its monthly site visits and based on its observation during such visits, the A/E may disapprove or reject Contractor(s)' work, or any portion thereof, while the work is in progress **if** A/E believes that such work does not conform to the Contract Document, including the approved shop drawings or other submittals. The A/E may also recommend that the Town reject any work which it believes will not result in a completed Project that conforms generally to the Contract Documents or that it believes will prejudice the integrity of the design as reflected in the Contract Documents.
- (k) **Contractor Applications for Payment:** Based on the A/E's on-site observations as an experienced and qualified design professional, information provided by the Town's Project Inspector and review of applications for payment and the accompanying data and schedules, the A/E shall determine the amounts due to Contractor(s) and recommend in writing payments to the Contractor(s). Such recommendations will constitute a representation to Town, based on such observations and review, that the work has progressed to the point indicated and that to the best of the A/E's present knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents and any other qualifications stated in the recommendation). In the case of unit price work, the A/E's recommendations for payment will include final determinations of quantities and classifications of such work subject to any subsequent adjustments allowed by the Contract Documents.
- (l) **Substantial Completion Inspection:** The A/E shall be responsible for scheduling substantial completion inspection and ensuring that all regulatory agencies required be present. At a minimum, the A/E's Licensed professional architect, mechanical engineer, and electrical engineer shall be present at the substantial completion inspection unless absent on an express written waiver by the Town.
- (1) Complete any operations and maintenance manuals required by regulatory agencies or the town and finalize documents and approval.
- (2) Additional services not included in basic services will be agreed upon by the Owner and the A/E prior to contract signature and will be billed at unit costs.

Part IV

SAMPLE Contract Between Owner and Architect

THIS CONTRACT, made and entered into this ____ day of _____, between the Town of Blacksburg, Virginia, hereinafter called the "Owner," and _____, hereinafter called the "Architect".

WITNESSETH:

Whereas, the Owner, in the execution of a single project for the Town of Blacksburg contemplates the following project to wit:

Contract/Proposal Number:

Project Description: Design Development, Construction/Bidding Documents and Construction Administration for Odd Fellows Hall and the Price House.

For the purposes and to the extent set forth in the attached Owner's Request for Proposal, _____ dated _____ which document is incorporated by reference herein;

Whereas, the Architect named above has been duly selected by the Owner to perform the duties of Architect for the project described; and provide complete design and construction documents.

This contract is made subject to and in accordance with all those provisions, terms and conditions in the Request for Proposal, all of which are hereby incorporated into and made a part of this contract.

The Architect agrees to perform all work as stated in the Scope of Work for a fee amount of _____ to include all reimbursable expenses.

Attached and incorporated herein is the Memorandum of Understanding submitted by the Architect during negotiations.

In witness whereof the undersigned have executed this contract on the dates set forth to the left of their respective signatures.

Date: _____

Firm: _____

ATTEST: _____

Architect

By _____

Name and Title

Date _____

Town of Blacksburg, Virginia (Owner)

ATTEST: _____

By _____

Name and Title

Attachments:

Owner's Request for Proposal

Standard Conditions

Project Description

Basic Services

Memorandum of Understanding

Proposal Response submitted by Architect

